

Louisa Co.

AFSCME Council 61 (Sheriff)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

between

LOUISA COUNTY, IOWA

SHERIFF'S DEPARTMENT

and

AFSCME/IOWA COUNCIL 61

JULY 1, 2005

through

JUNE 30, 2008

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AGREEMENT

THIS AGREEMENT, entered into this ____ day of April, 2005, by and between LOUISA COUNTY, IOWA, SHERIFF DEPARTMENT, hereinafter referred to as the "Employer", and AFSCME/Iowa Council 61, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time Employees of the Louisa County Sheriffs Department, including Patrol and Civil Deputies, Communications Supervisor, Dispatchers, Chief Jailer, and Jailers; and excluding Sheriff, Chief Deputy, Lieutenant and all other persons excluded in Section 20.4, the Code of Iowa, as provided for in PERB Case No. 6873, dated August 10, 2004.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. The parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right including but not limited to: plan, direct, and control the work of its public employees; to schedule working hours and require overtime, hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; determine employee qualifications; schedule vacations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal

An employee shall discuss a complaint or problem orally with the employee's Supervisor within five (5) calendar days following the occurrence which is the basis for the alleged contractual violation in an effort to resolve the problem in an informal manner.

GRIEVANCE STEPS:

Step 1

If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Sheriff or his designated representative within five (5) calendar days following the oral discussion. The grievance shall state the nature of the grievance; the specific clause or clauses violated, and shall state all facts and witnesses, as they know them to be. The Sheriff and/or his/her designee will meet the grievant and/or the union representative to discuss and attempt to resolve the grievance. Within five (5) calendar days after this Step 1 meeting, the Sheriff or his designated representative will answer the grievance in writing.

Step 2

Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) calendar days after the date of the Sheriff's or his designated representative's answer given in Step 1.

An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

No employee shall have the right to compel a grievance to arbitration without the consent of the union.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date of the occurrence giving rise to the grievance. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within five (5) calendar days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be divided equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of Union and Employer.

In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violations of his/her rights, then all rights to this contract grievance procedure shall be waived and no grievance shall be allowed regarding this or similar issue(s).

ARTICLE 6

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The schedule for all employees will normally be posted thirty (30) days prior to its effective date. Changes in the schedule will be made only with prior approval of the Sheriff.

Overtime

The Sheriff will continue the current practice of paying employees time and one half (1 ½) for all hours worked over eight (8) in any work day or any hours outside his/her current schedule. Provided, however, the Sheriff, at this sole discretion reserves the right to change the practice as follow: Overtime for deputies covered by this agreement shall be paid either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of one hundred and seventy one in a twenty eight day period (28). Overtime for jailors, dispatcher, civil deputy and others covered by this agreement shall be paid either in cash or compensatory time at the rate of time and one-half (1½) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek.

Overtime for the "floaters" will be as follows:

1. All hours worked over eight (8) in a scheduled workday.
2. All hours worked when worked over six (6) days in a row.
3. All hours worked on any days over twenty-one (21) in a month.
4. All hours worked on their scheduled day off.

The choice between cash or compensatory time will be at the sole and exclusive discretion of the Sheriff. An employee may bank up to one hundred and sixty (160) hours of compensatory time at any one time. The Sheriff, at his discretion may require an employee to use their compensatory time. Sick Leaves, compensatory time, holidays, and vacation time shall be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

ARTICLE 7

SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new deputy shall serve a probationary period of twelve (12) consecutive months unless said deputy has attended a law enforcement academy, in which case the probationary period shall be six (6) months after successful completion of the academy. Upon completion of the probationary

period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure. The Employer may extend an employees probationary period for an additional six (6) months

All other employees shall serve a probationary period of twelve (12) consecutive months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure. The Employer may extend an employees probationary period for an additional six (6) months.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least seniority in the job classification affected will be removed first. The employee removed can then replace the least senior employee in any lower job classification, provided the employee is qualified and able to perform the work available. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on, worker's compensation or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of a leave of absence.
- (e) Failure to report to work within seven (7) days after receipt of certified mail notification to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.

(g) Employee retires.

(h) An employee is absent from work for any reason for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.

If an employee is transferred out of the bargaining unit, his/her seniority will be frozen and not accumulate while he/she is out of the bargaining unit. This section does not apply to Adam Caudle. Mr. Caudle is the current chief deputy and his seniority continues to accumulate even though he is no longer in the bargaining unit.

After the first consecutive ninety (90) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 PROMOTIONS

Except for positions covered by civil service, no vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of seven (7) workdays and present employees have had the opportunity to apply for such positions.

The most senior applicant whose job performance, ability and qualifications meet the Sheriff's requirements will be given a trial period of no less than two (2) days and no more than ten (10) working days. In the event, an employee is unable to perform the work to the Sheriff's satisfaction during the trial period, the employee shall be returned to his/her previous position. An employee working in a trial position shall not be paid the higher rate of pay until completion of the trial period.

ARTICLE 9 LEAVES OF ABSENCE

All regular full-time employees shall be eligible for the following leaves of absence.

Sick Leave

All regular full-time employees shall accrue sick leave at the rate of one (1) day for each month, to a total of one hundred twenty (120) days. An employee who has exhausted all their sick leave may be allowed to use accumulated vacation leave, compensatory time or other appropriate paid leave.

Accumulated sick leave may be used for any of the following:

(a) Illness or injury of the employee.

- (b) Medical or dental appointments of employee that cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.

When absences due to sickness are necessitated, the employee shall notify the Sheriff, or his designated representative, per current practice prior to the beginning of his/her scheduled reporting time. Failure to do so shall result in the employee being considered absent without leave, and subject to disciplinary action. The Sheriff has the right to require a medical certificate from the employee for any sick leave use at any time.

Employees who have accumulated the maximum amount of sick leave, 120 days, at the end of the calendar year, whereby only 120 days are carried over, the policy will be to pay \$25.00 for each day over 126, to be paid on January 1st of the following year. Payment to be calculated on December 31, and paid on the first payroll of following year.

Funeral Leave

In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed five (5) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated vacation. Immediate family shall be considered an employee's spouse, child, or parent. Up to three (3) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister, grandparents or grandchildren. One (1) day may be granted at the sole and exclusive discretion of the Sheriff for the death of an aunt, uncle, cousin, niece, nephew or friend. The granting and or denial of this leave shall be non-grievable.

Military Leave

The Employer and the union will strive to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Jury Duty Leave

Any regular full-time employee who is selected for jury duty shall receive paid leave of absence for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee. When released from duty during working hours, the employee will report to work within one (1) hour.

Unpaid Leave of Absence

An unpaid leave of absence may be granted at the sole and exclusive discretion of the County Sheriff, with concurrence of the Board of Supervisors, not to exceed three (3) months duration for illness and/or other legitimate reasons. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn vacation leave or other benefits;
- (c) does not accrue seniority beyond ninety (90) days;
- (d) does not contribute to retirement programs;

- (e) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired.

Family and Medical Leave Act (FMLA)

The parties agree to comply with the provisions of the Family and Medical Leave Act.

**ARTICLE 10
VACATIONS**

All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

After completion of one (1) year of full-time continuous service, five (5) working days
After completion of two (2) years of full-time continuous service, ten (10) working days
After completion of five (5) years of full-time continuous service, fifteen (15) working days
After completion of fifteen (15) years of full-time continuous service, twenty (20) working days
After completion of twenty (20) years of full-time continuous service, twenty-five (25) working days

Vacations should be taken during the anniversary year; however, an employee may accrue up to thirty days (30)'s vacation at anyone time.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Choice of Vacation Period

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. Normally, vacation requests should be received prior to the time the monthly schedule is normally posted. Vacation request may not be requested more than sixty (60) days prior to the time the monthly schedule is normally posted. Vacations must be approved by the Sheriff. The Sheriff may require rescheduling of vacation when it is necessary for the efficient operation of the department.

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 11 HOLIDAYS

Regular full-time employees, are eligible for fourteen (14) paid holidays. The following is the list of normal paid holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (one-half day) Christmas Day, New Years Eve (one-half day) and four (4) Casual days. Certain holidays may vary from year to year, based on the dates they fall, because of this variation; the parties agree that the Board will continue the practice of determining which day will be observed as the holiday.

Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time for all hours worked and be granted an additional day off at a time approved by the Sheriff. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

An employee on layoff or leave of absence is not eligible for holiday pay.

The scheduling of a personal leave day is dependent upon the judgment and discretion of the Sheriff. Normally, personal leave day requests should be received prior to the time the monthly schedule is normally posted. Personal leave days must be approved by the Sheriff. The Sheriff may require rescheduling of personal leave days when it is necessary for the efficient operation of the department.

ARTICLE 12 UNION LEAVE

Up to five (5) days of unpaid leave may be allowed each fiscal year to attend AFSCME's state conventions or training. No more than one bargaining unit employee will be allowed to take union leave at anyone time unless approved by the department head and the Board of Supervisors. Normally the union will request the scheduling of union leave at least Thirty (30) days in advance. The department head may require rescheduling of union leave days when it is necessary for the efficient operation of the department.

ARTICLE 13 BULLETIN BOARDS

The union shall be allowed to utilize space on existing bulletin boards for the posting of information to bargaining unit employees. No political campaign literature or material detrimental to the Employer or the union will be allowed on the bulletin board. Copies of materials will be given to the department head prior to posting.

ARTICLE 14
ACCESS TO PREMISES

With prior approval of the department head, the Employer agrees to permit the Union steward and/or the Union business representative, to have free access during working hours to visit working sites of the Employer for the purpose of adjusting grievance or conducting other legitimate Union business which could not otherwise be conducted during non-working hours.

ARTICLE 15
DUES CHECK OFF AND INDEMNIFICATION

The County agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions along with a list of names of the employees who had the deduction made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employee in the bargaining unit as provided by this Section.

ARTICLE 16
HEALTH AND SAFETY

The parties agree that maintaining a safe and healthful environment is a common goal. The Employer agrees to maintain all facilities, vehicles, and equipment in accordance with applicable local, state and federal laws. The employees agree to observe all County safety rules and regulations and will notify the Sheriff and/or his designee of any unsafe conditions.

ARTICLE 17
DISCIPLINE AND DISCHARGE

The Employer will not discipline or discharge any employee without just cause.

ARTICLE 18 LONGEVITY PAY

After a regular full-time employee has worked for the County Sheriff's Department for five (5) successive years, he/she shall receive longevity pay the last pay period in November according to the following schedule:

After five (5) continuous years of full-time employment, two hundred fifty dollars (\$250) per year.

After ten (10) continuous years of full-time employment, five hundred dollars (\$500) per year.

After fifteen (15) continuous years of full-time employment, seven hundred fifty dollars (\$750) per year.

After twenty (20) continuous years of full-time employment, one thousand dollars (\$1,000) per year.

ARTICLE 19 INSURANCE

The Employer agrees to make available a health and major medical group insurance program selected by the Employer for each eligible regular full-time employee. An employee shall pay \$37.00 per month toward the single premium cost for the 2005-2006 fiscal year, \$42.00 for the 2006-2007 and \$48.00 for the 2007-2008 fiscal years. The Employer will pay the balance of the premium cost during all three years. An employee shall pay \$78.00 per month toward the family premium cost for the 2005-2006 fiscal \$90.00 for the 2006-2007 and \$103.00 for the 2007-2008. The Employer will pay the balance of the premium cost during all three years.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. An employee has the option to upgrade his/her insurance from the current basis plan. If an employee elects to exercise this option, he/she will pay the difference between the plan costs.

The Employer continues its current practice regarding dental insurance, the \$10,000 life insurance policy, and the death and disability policy.

ARTICLE 20 WAGES

The following are the job classifications and current wage rates covered by this agreement. Wage rates effective this contract period will be determined by the Board of Supervisors:

	2005	July 1 2006	2007
Sergeant/Investigator	\$20.18	\$20.88	\$21.51
Deputy Sheriff			
Start	\$16.18	\$16.75	\$17.25
After Six (6) Months	16.68	17.26	17.78
After 1 Year	17.93	18.56	19.11
After 2 Years	18.18	18.82	19.38
After 3 Years	18.68	19.33	19.91
After 4 Years	19.43	20.11	20.71
After 6 Years	19.93	20.62	21.24
Communication/Jailer Supervisor			
Start	\$16.18	\$16.75	\$17.25
After 2 Years	16.68	17.26	17.78
After 4 Years	17.43	18.04	18.58
After 6 Years	18.18	18.82	19.38
Communications/Jailer¹			
Start	\$11.70	\$12.11	\$12.47
After 1 Year	12.45	12.88	13.27
After 3 Years	13.70	14.18	14.60
After 5 Years	14.94	15.47	15.93
After 7 Years	15.68	16.23	16.72
After 10 Years	16.18	16.75	17.25

¹ Training @ \$9.00 per hour.

**ARTICLE 21
DURATION**

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2008.

Signed this 5th day of April, 2005.

LOUISA COUNTY, IOWA
SHERIFF DEPARTMENT

AFSCME/Iowa Council 61

By: Kenneth E. Rudy
Chairperson, County Board of Supervisors

By: [Signature]

By: Curt Brabz
Sheriff

By: [Signature]

Acknowledged by:

By: Rick Z Cook

Josh A. Lynn 3/18/05
HR-OneSource (Employer Representative)